

FILE COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOHN O. MYERS,

Plaintiff,

2007 Civ. 04078 (RJH) (GWG)

– against –

ECF CASE

HSBC INVESTMENTS (USA) INC.; HSBC
NORTH AMERICA HOLDINGS INC.; HSBC
SECURITIES (USA) INC.; HSBC FINANCE
CORPORATION; and HSBC HOLDINGS PLC,

Defendants.
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**PLAINTIFF'S INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)**

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Plaintiff John O.

Myers provides the following initial disclosures:

A. Identity of Witnesses

The name and, if known, the address and telephone number of each individual likely to have discoverable information that Plaintiff may use to support his claims, unless solely for impeachment, and subjects of the information these individuals are expected to have are as follows:

Witness	Subject
<p>John O. Myers 53 Love Lane Brooklyn, New York 11201 718-855-5706</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.;(c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7) with regard to denial of performance review and good leaver status.</p> <p>HSBC Defendants' actions and representations constituting promissory estoppel of denying medical benefits.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p> <p>Job performance and qualifications.</p>
<p>Steve Baker HSBC Investments (USA) Inc. 452 Fifth Avenue New York, New York 10018 212-525-6545</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.;(c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7) with regard to denial of performance review and good leaver status.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>

Witness	Subject
<p>Gail Burlant, Esq. HDG Mansur 780 Third Avenue, 27th Floor New York, New York 10017 212-809-5600</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>Supervision and/or management of drafting, amending, issuing, and enforcing applicable employee manual.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, and website.</p>
<p>James Detmer HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>Alain Dromer Chief Executive Officer of Morley Fund Management and Aviva Global Investors Aviva plc St. Helens 1 Undershaft London XO EC3P 3DQ</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>

Witness	Subject
<p>Karen Ferris HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.;(c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7) with regard to denial of performance review and good leaver status.</p> <p>HSBC Defendants' actions and representations constituting promissory estoppel of denying medical benefits.</p> <p>Supervision and/or management of drafting, amending, issuing, and enforcing applicable employee manual.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>
<p>Olivier Gayno HSBC Investments (France) 75419 Paris Cedex 08</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>Leon Goldfeld HSBC Investments (Hong Kong) Ltd. Level 22, HSBC Main Building 1 Queen's Road Central Hong Kong (852) 2284 1111</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>

Witness	Subject
<p>Andy Ireland HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018 212-525-2780</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>Joanna Munro HSBC Investments Ltd. 1st Floor 78 St. James's Street London SW1A 1EJ United Kingdom + 44 20 7024 0538</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>Thuy Nguyen</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>

Witness	Subject
<p>Richard Palmer, Esq. HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.; (c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7) with regard to denial of performance review and good leaver status.</p> <p>HSBC Defendants' actions and representations constituting promissory estoppel of denying medical coverage.</p> <p>Supervision and/or management of drafting, amending, issuing, and enforcing applicable employee manual.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>
<p>Bruce Pflug HSBC Investments (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>John Schiro HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>

Witness	Subject
<p>Farley Thomas HSBC Investments Ltd. 1st Floor 78 St. James's Street London SW1A 1EJ United Kingdom + 44 20 7024 0538</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p>
<p>Nancy Walsh HSBC Securities (USA) Inc. 452 Fifth Avenue New York, New York 10018</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>HSBC Defendants' acts in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.;(c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7) with regard to performance reviews and good leaver status.</p> <p>HSBC Defendants' actions and representations constituting promissory estoppel of denying medical benefits.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>
<p>Patrick Wilkinson HSBC 2700 Sanders Road Prospect Heights, Illinois 60070 874-564-5000</p>	<p>HSBC Defendants' acts in violation of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies.</p> <p>Supervision and/or management of drafting, amending, issuing, and enforcing applicable employee manual.</p> <p>HSBC Defendants' acts in breach of its own policies, employee manual, website and plaintiff's employment contract.</p>

B. Documents

By category, the documents, data compilations, and tangible things that are in the possession, custody, or control of Plaintiff and that Plaintiff may use to support his claims, unless solely for impeachment, and their location, are as follows:

1. Documents concerning the HSBC Defendants' violations of (a) 29 U.S.C.A §§ 621, 623, et seq; (b) Executive Law § 296 et seq.; (c) Administrative Code of the City of New York § 8-107; and (d) HSBC's own policies;
2. Documents concerning the Unlawful Retaliation by HSBC Defendants in violation of (a) 42 U.S.C.A. § 2000e-3; (b) 29 U.S.C.A. § 621, et seq.; (c) Executive Law §§ 296(1)(e) and 296(7); and Administrative code §8-101(7);
3. Documents concerning Plaintiff's efforts to remain employed by HSBC notwithstanding his age;
4. Documents contained within Plaintiff's personal laptop computer, to the extent such documents are relevant and not protected from disclosure.

These documents are in Plaintiff's possession and/or are being stored at 30 Wall Street, New York, NY 10005 c/o Fensterstock & Partners LLP.

C. Damages

A computation of all categories of damages as claimed by Plaintiff, incurred to date, of which Plaintiff is aware, is as follows:

1. For age discrimination in violation of the ADEA: an amount equal to HSBC's "Total Rewards" computation over 6-1/3 years (if Plaintiff continued

in his employment until age 66), including \$2,845,022 in compensation, \$167,422 in Retirement Benefits, and \$78,166 for Health and Welfare, for a total of not less than \$3,090,610, exclusive of interest and costs;

2. For age discrimination in violation of the Executive Law: an amount equal to HSBC's "Total Rewards" computation over 6-1/3 years (if Plaintiff continued in his employment until age 66), including \$2,845,022 in compensation, \$167,422 in Retirement Benefits, and \$78,166 for Health and Welfare, for a total of not less than \$3,090,610, exclusive of interest and costs, plus damages for mental anguish, emotional distress, and humiliation;
3. For age discrimination in violation of the Administrative Code of the City of New York: an amount not less than \$3,090,610, exclusive of interest and costs, plus damages for mental anguish, emotional distress, and humiliation, and punitive damages in excess of \$15 million;
4. For unlawful retaliation in violation of Title VII: an amount not less than \$300,000, exclusive of interest and costs, plus damages for mental anguish, emotional distress, and humiliation, and punitive damages;
5. For unlawful retaliation in violation of the ADEA: an amount not less than \$300,000 exclusive of interest and costs;
6. For unlawful retaliation in violation of the Executive Law: an amount not less than \$300,000, exclusive of interest and costs, plus damages for mental anguish, emotional distress, and humiliation;
7. For unlawful retaliation in violation of the Administrative Code: an amount

- not less than \$300,000, exclusive of interest and costs, plus damages for mental anguish, emotional distress, and humiliation and punitive damages;
8. For promissory estoppel: an amount not less than \$75,000, exclusive of interest and costs;
 9. For breach of contract: an amount equal to HSBC's "Total Rewards" computation over 6-1/3 years (if Plaintiff continued in his employment until age 66), including \$2,845,022 in compensation, \$167,422 in Retirement Benefits, and \$78,166 for Health and Welfare, for a total of not less than \$3,090,610, exclusive of interest and costs;
 10. Interest on all amounts awarded;
 11. The costs and reasonable attorneys' fees incurred in prosecuting this action;
 12. Plaintiff may have incurred other damages of which he is unaware.
 13. It is also expected that Plaintiff will incur substantial legal fees.

Plaintiff will make available for inspection and copying, at a mutually agreeable time and place, the documents or other evidentiary material, not privileged or protected from disclosure, on which such computations are based.

D. Insurance Policy

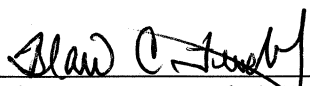
Plaintiff has no insurance agreements under which an insurer may be liable to satisfy all or part of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy a judgment herein.

E. Other

Plaintiff reserves the right to supplement or amend this Initial Disclosure.

Dated: New York, New York
August 24, 2007

FENSTERSTOCK & PARTNERS LLP

By: 
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